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Supreme Court, U.S.
FILED
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No. 07-1430

IN THE

Supreme Court of the United States

Todd McClaskey, et al.

Petitioner,

v.

La Plata R-II School, et al.

Respondents,

On Petition for Rehearing

Todd McClaskey (Pro Se)
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CERTIFICATE OF COMPLIANCE

No. 07-1430

Todd McClaskey, *et al.*

Petitioner,

v.

La Plata R-II School, *et al.*

Respondents,

As required by Supreme Court Rule 44, this is to certify that this **Petition for Rehearing** is presented in good faith and not for delay. The grounds for this are limited to intervening circumstances of substantial and controlling effect.

As required by Supreme Court Rule 33.1 (h), I certify the petition for Review contains 900 words, excluding the parts of the petition that are exempted by the supreme Court Rule 33.1 (d).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 11, 2008 Petitioner

Respectfully Submitted,

T. J. McClaskey

Petition for Rehearing

Case # **07-1430**

Grounds for this Petition are;

The last entry to the United States District Court, Eastern District of Missouri, Northern Division District Court's Memorandum and Order, November 7, 2006, stated;

> "IT IS HEREBY ORDERED that the School Defendants shall comply with the terms of the Settlement Agreement dated September 14, 2006. (Def. Ex. 2)".

Defendants have not complied with that Court Order to date.

The Mediator filed an ADR Compliance Report on September 15, 2006, the day after closing the Settlement Agreement, September 14, 2006.

Notwithstanding that ADR Report and the negotiated deadline date for closure (September 14, 2006), Defense changed pages of the closed contract and continued adding signatures for two weeks after the ADR Report, thus denying rules of closure concluded in negotiations.

Dismissed by Defense and Courts herewith are the "good faith" benefits of the Mediation Confidentiality Agreement, not to misrepresent anything in processes.

The date of closing is at the top of the contract. The page numbers are at the bottom of the contract (except for the "#4" deleted from that last page before closing as a way of adding pages and signatures almost two weeks after the ADR Report). Those are provisions

of the Settlement and the Mediation Confidentiality Agreements.

Defense violated the third paragraph of the contract (which is a provision);

> **"parties desire to resolve all matters/incidents that gave rise to (these) causes of action".**

The test of that "desire" was the Mediation Confidentiality Agreement for "good faith" (not to misrepresent anything).

"Incidents that gave rise to causes of action" are Defendant's violations of its rules (Regulation 2130 and 1480), forever now associated with practices of denying closing rules in "settlement".

Along with the above, the following provisions of that Settlement Agreement, to date, have not been "fulfilled" by the Defendants in spite of the District Court's November 7, 2006 Order to "comply with the terms";

1. Defendants have breached clause #1;

> "School Defendants will issue letters..setting forth their reflections on the incidents that gave rise to the Action."

Defendants produced only two out of nine defendant's letters (Becky Furman, and Bill Thompson). There was never an agreement in negotiations or the contract that the present school board would produce a "letter" thereby fulfilling the plural interpretation of "letters". I anticipated, from negotiations, seeing Defendant(s) individual written views as to "incidents that gave rise to the Action".

2. #2 clause was breached in that Plaintiff Sara was never invited.

3. #5 clause was breached; the provision for $1,000 for emotional counseling, was requested in my letter dated September 16, 2006. Defendant school auditor was purported to advise the school to send that money directly to Plaintiff in compliance with the contract. That transfer, as recommended by the school auditor, and by contract, and by District Court Order, November 7, 2006 (as a final decree), never happened.

4. #6 is breached same as above. The court has ordered, November 7, 2006, the $30,000 compliance by the District. To date, over two years, that remains breached.

5. #12 clause has been breached in that State and Federal Constitution are violated when closing agreements were violated by Defense and six of nine Defendants.

6. #13 and #14 have been violated in that the "good faith" provisions of the Mediation Agreement are misrepresented.

Supreme Court Rule 44.1 establishes the ground rule for this instant action with this court, which states;

> "The petition shall be presented ...in good faith.."

This concept was also described in the Mediation Confidentiality Agreement as;

> **(1)"Good Faith"; ...Participants ...will not convey information that is intentionally misleading or false.."**

Courts have not determined by their judgment whether there is any conflict with the manner of Defense' closing practices well after the ADR Compliance Report was filed on September 15, 2006.

Courts argue that all issues for disposing of this case

are settled. Court argument is that Plaintiff's November 24,

2006 "Notice of Appeal" is the basis of what limited all Courts jurisdiction for review to only "settlement" issues. But Plaintiff's actual "Notice of Appeal" came a full four months before that November "notice". It seems incumbent on the District Court to have acknowledged that first Notice of Appeal in July, 2006, not November.

Grounds for review are warranted because the District Court cut off legal representation to this Petitioner in pre-trial at the point in time the Court instructed Plaintiff to rewrite his sworn Affidavit to pre-trial (as was submitted to court by appointed attorney). That court requirement affected pre-trial evidence, to dispose of it with the Court's pre-planned disposal of certain Defendants. That practice is grounds for review because Plaintiff was denied legal representation when public money was being used by the Defense legal team in violation of the Defendant School Liability Contract, which clearly denies that funding based on Human Rights Investigation Conclusion of violation by School Defendants, (all matters of settlement and contract). Those practices by court rendered Plaintiff unrepresented, thereby disposing of evidence for Complaints, giving Defense and Defendants advantage while clearing Petitioner Complaints from the books.

Petitioner motions this court to review who is acting by the "rules" in closing processes, and if benefits of closing settlement agreements have been denied to Petitioner family.

Respectfully Submitted.

Petitioner

November 11, 2008